

OCT 31 2007



DOING  
THE MOST  
GOOD

William Booth, *Founder*  
Shaw Clifton, *General*  
Philip D. Needham, *Territorial Commander*  
Lt. Colonel William L. Crabson, *Divisional Commander*

October 30, 2007

Ms. Courtney Raye  
CONTRACTING OFFICER  
County of Loudoun, Virginia  
Division of Procurement  
MCS #41C  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
P.O. Box 7000  
Leesburg, VA 20177-7000

**Re: Agreement between The Salvation Army and the County of Loudoun, VA for  
Funding to Support TSA Loudoun County, VA Cold Weather Shelter  
Program**

Dear Courtney:

Attached please find four (4) originals of the above-referenced agreement executed by  
The Salvation Army Board of Trustees on October 26, 2007.

Please note that there are two (2) modifications; one on page 2 and the other on page 8.  
If these modifications are acceptable, please initial.

When the documents have been fully executed, please return three (3) originals to this  
office.

Thank you for your patience and all of your help in getting this document processed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rhonda Johnson-Nelson".

Rhonda Johnson-Nelson  
DIVISIONAL GRANTS & CONTRACTS SPECIALIST  
for  
Major Bobby Lancaster  
DIVISIONAL SECRETARY

## **AGREEMENT FOR SERVICE**

THIS AGREEMENT is effective on the 10<sup>th</sup> day of September, 2007, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, hereinafter called the "County", and **THE SALVATION ARMY**, hereinafter referred to as "Contractor".

A GEORGIA CORPORATION

### **WITNESSETH:**

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall operate the County's cold weather shelter from November 15, 2007 through March 31, 2008 for homeless men and women over the age of eighteen (18) to prevent hypothermia or hypothermia-related illness based upon this Agreement For Service and the County's Request for Proposal QQ-01345 and the Contractor's technical and cost proposal submission to the County, both of which are incorporated by reference.

#### **1.0 OBJECTIVES:**

The Contractor shall meet/exceed the following objectives:

- 1.1 Operate the shelter in a manner that provides for the safety of shelter clients, paid staff, and volunteers.
- 1.2 Treat all clients with respect and compassion.
- 1.3 Provide information to clients on a wide variety of services that are available in the County.
- 1.4 When permitted, provide individual counseling and/or case management services to assist clients who need services and resources.
- 1.5 Contractor's staff must participate in periodic meetings with County staff during period of Contract to discuss concerns or issues and for coordination of services to clients.

2.0 THE CONTRACTOR SHALL:

2.1 The Contractor shall provide the following general components for the Cold Weather Shelter:

A. Recruitment, selection, training and supervision of staff.

Staff at the facility shall be employees of the nonprofit organization. All paid staff shall be trained at a minimum in CPR, First Aide, Crisis Prevention and De-escalation.

1. Provide one (1) coordinator/case manager of services who shall coordinate services with the Department of Family Services and the Department of Mental Health/Mental Retardation/Substance Abuse Services and other support service providers. The coordinator will be experienced and qualified and will provide supervision of other staff.
2. Provide at least two (2) qualified and experienced human service aides to be on-site during all operational times of the facility. Contractor must hire both male and female staff. At no time should staff work alone at facility and a male and female should be present at all times.
3. Be responsible for criminal background checks of all staff and volunteers at the Contractor's expense.
4. Be responsible for overall management and appropriate use of donated goods and in-kind services.
5. The Service Provider Coordinator will communicate closely with the Department of Family Services and the Department of Mental Health/Mental Retardation/Substance Abuse Services under Federal HIPAA guidelines. AS APPLICABLE



B. The Contractor must maintain statistics in the Homeless Management Information System (HMIS) which will be provided by the County.

2.2. The Contractor shall provide the following service components to persons who are clients of the Cold Weather Shelter: ✓

- A. To provide a decent, safe and sanitary Cold Weather Shelter for up to eighteen (18) single men and women between the months of November and March.
- B. To admit clients based on all applicable federal, state, and County policies and guidelines.
- C. Referrals for clients who display problems with substance abuse or mental illness.
- D. With volunteer assistance, provide an evening meal and a day bag of food for the following day.
- E. Clean bedding for use during the clients stay.
- F. Screening and conducting intake on each client entering the facility.
- G. Input all information into the Homeless Management Information System (HMIS) provided by the County.

### 3.0 THE COUNTY WILL:

- 3.1 Provide one lap-top computer and all software needed to access the HMIS.
- 3.2 Provide as needed staff time to serve as liaison for Contract monitoring and liaison with other County and nonprofit providers.
- 3.3 Provide emergency coverage and staffing backup through Mental Health Emergency Services
- 3.4 Coordinate with Contractor on any repair and/or facility issues

### 4.0 CONTRACT TERMS AND CONDITIONS

#### 4.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

#### 4.2 Contract Period

The Contract shall cover the period from September 10, 2007 through September 9, 2008, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods.

Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Other Goods and Services (CPI-W) (unadjusted for seasonal changes) for the current twelve (12) month period.

Notice of intent to renew will be given to the Contractor in writing, normally ninety (90) days before the expiration date of the current term.

#### 4.3 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

#### 4.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

#### 4.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

4.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

4.7 Insurance

The Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit

**\$5,000      Medical Expense Limit**

**C.    Workers' Compensation**

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

**D.    Owners' & Contractors' Protective Liability**

Policy will be in name of County. Minimum limits required are \$1,000,000.

**E.    Coverage Provisions**

1.    The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.
2.    All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
3.    The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
4.    The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
5.    The Contractor shall provide immediate written notice to the County before any cancellation, suspension, or void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.
6.    All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
7.    Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

4.8 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

4.9 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

4.10 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of



disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

#### 4.11 Ethics in Public Contracting


The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

#### 4.12 Employment Discrimination by Contractors Prohibited

Every Contract over \$10,000 shall include the following provision:

A. During the performance of this Contract, the Contractor agrees as follows:

- 
1. <sup>Except as afforded by applicable federal law,</sup> The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 4.13 Drug-free Workplace

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

#### 4.14 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

#### 4.15 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

4.16 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

4.17 Exemption from Taxes

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or product provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including taxes on materials purchased by a Contractor for use on a construction project. Tax Exemption Certificates indicating the County's tax exempt status shall be furnished on request.

4.18 Invoicing and Payment

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Family Services  
102 Heritage Way, Ste 103  
Leesburg, VA 20176  
ATTN: Hope Stonerook

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

#### 4.19 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

#### 4.20 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

#### 4.21 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

##### A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

##### B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

4.22 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief at the time of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

4.23 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

4.24 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

4.25 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage

prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

The Salvation Army  
12 Cardinal Park Dr, Suite 105  
Leesburg, VA 20175

TO COUNTY:

County of Loudoun, Virginia  
Division of Procurement, MSC #41C  
1 Harrison St, SE, 4<sup>th</sup> Floor  
Leesburg, VA 20175

4.26 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

4.27 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

4.28 Criminal Background Checks

The Contractor MUST remove any employee from County service who is convicted of a felony during his employment. After initial background checks have been made, they must be done annually for any person working at the shelter after one (1) year. Failure to obtain background checks as specified can result in termination of the Contract. No one with a felony conviction may be employed under this Contract.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

4.29 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

- A. Access or attempt to access information beyond their stated authorization.
- B. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

## 5.0 BUDGET

Per the Contractor's price proposal, dated August 1, 2007, the FY08 budget to operate the cold weather shelter shall be \$ 44,612.00.

### COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement

MSC #41C

1 Harrison Street, SE, 4<sup>th</sup> Floor

P.O. Box 7000

Leesburg, Virginia 20177-7000

Phone: (571) 258-3190

Fax: (703) 771-5097

By: Courtney Raye

Name: Courtney L. Raye, CPPB

Title: Contracting Officer

Date: 10-31-07

THE SALVATION ARMY, A GEORGIA CORPORATION FOR

### THE SALVATION ARMY

12 Cardinal Park Drive, Suite 105

Leesburg, VA 20175

Phone: (703) 771-3371

Fax: (703) 771-0164

By: H. Al Ward

Name: H. Al Ward

Title: Treasurer

Date: OCT 26 2007

**APPROVED AS TO FORM:**

By: Julie A. Massie

Name: Julie A. Massie

Title: Assistant County Attorney